

John C. Peterson, Director Contract Performance and Administration Wholesale Markets

> Wholesale Markets 600 Hidden Ridge, HQE03D52 P.O. Box 152092 Irving, TX 75038

Phone 972-718-5988 Fax 972-719-1519 john.c.peterson@verizon.com

2004-294-C

September 8, 2004

Brent Saxon President/CEO Vertex Communications, Inc. 210 E. Main Street Walhalla, SC 29691

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Saxon:

Verizon South Inc. ("Verizon"), a Virginia corporation, with principal place of business at 4100 Roxboro Road, Durham, North Carolina 27704-2166, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Vertex Communications, Inc. ("VRTX"), a South Carolina corporation, with principal place of business at 210 East Main Street, Walhalla, South Carolina 29691, wishes to adopt the terms of the Interconnection Agreement between Budget Phone Inc. ("Budget Phone") and Verizon that was approved by the South Carolina Public Service Commission (the "Commission") as an effective agreement in the State of South Carolina, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand VRTX has a copy of the Terms. Please note the following with respect to VRTX's adoption of the Terms.

- 1. By VRTX's countersignature on this letter, VRTX hereby represents and agrees to the following six points:
  - (A) VRTX adopts (and agrees to be bound by) the Terms of the Budget Phone/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that VRTX shall be substituted in place of Budget Phone Inc. and Budget Phone in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) VRTX agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and VRTX shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
  - (C) Notice to VRTX and Verizon as may be required under the Terms shall be provided as follows:

To: Vertex Communications, Inc.

Attention: Paul Nalley 210 E. Main Street Walhalla, SC 29691

Telephone Number: 864-482-0108 Facsimile Number: 864-482-0146 Internet Address: paul@vrtxcom.com

#### To Verizon:

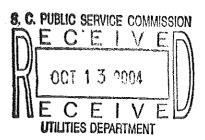
Director-Contract Performance & Administration Verizon Wholesale Markets 600 Hidden Ridge HQEWMNOTICES Irving, TX 75038 Telephone Number: 972-718-5988

Telephone Number: 972-718-5988 Facsimile Number: 972-719-1519

Internet Address: wmnotices@verizon.com

with a copy to:





1301 Gervals Street Suite 825 Columbia, SC 29201

803-254-5736 803-254-9626 (Fax)

October 12, 2004

Mr. George N. Dorn, Jr.
Interim Executive Director
The Public Service Commission
P. O. Drawer 11649
Columbia, SC 29211

RE: Verizon South Inc. and Vertex Communications, Inc.

Dear Mr. Dorn:

Enclosed is a hard copy of an Interconnection Agreement between the above referenced companies, which is being filed with your office for information and/or approval. If you have any questions concerning this matter please do not hesitate to contact me at (803) 254-5736.

With kind regards, I am

Amber L. Landsman (for)

STAN J. BUGNER State Director Government Affairs

cc: David S. Lacoste (w/out enclosures)

SJB/all

John C. Peterson, Director Contract Performance and Administration Wholesale Markets



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President/CEO
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- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) VRTX agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and VRTX shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
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To: Vertex Communications, Inc.

Attention: Paul Nalley 210 E. Main Street Walhalla, SC 29691

Telephone Number: 864-482-0108 Facsimile Number: 864-482-0146 Internet Address: paul@vrtxcom.com

#### To Verizon:

Director-Contract Performance & Administration Verizon Wholesale Markets 600 Hidden Ridge HQEWMNOTICES Irving, TX 75038

Telephone Number: 972-718-5988 Facsimile Number: 972-719-1519

Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel Verizon Wholesale Markets 1515 N. Court House Road Suite 500 Arlington, VA 22201 Facsimile: 703-351-3664

- (D) VRTX represents and warrants that it is a certified provider of local telecommunications service in the State of South Carolina, and that its adoption of the Terms will cover services in the State of South Carolina only.
- (E) In the event an interconnection agreement between Verizon and VRTX is currently in effect in the State of South Carolina (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- (F) Verizon's standard pricing schedule for interconnection agreements in the State of South Carolina (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to VRTX's adoption of the Terms. VRTX should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not acleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- 2. VRTX's adoption of the Budget Phone Terms shall become effective on September 1, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by VRTX as to the points set out in paragraph one hereof. The term and termination provisions of the Budget Phone/Verizon agreement shall govern VRTX's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on August 7, 2005.

- 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of VRTX's 252(i) election.
- 4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
- 5. Verizon reserves the right to deny VRTX's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to VRTX are greater than the costs of providing them to Budget Phone;
  - (b) if the provision of the Terms to VRTX is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to VRTX under applicable law.
- 6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Order, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Order, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules

<sup>&</sup>lt;sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the FCC Remand Order to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See WorldCom, Inc. v. FCC, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>&</sup>lt;sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at Verizon's Customer Support Website at URL <a href="https://www.verizon.com/wise">www.verizon.com/wise</a> (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

implementing section 252(i) of the Act.<sup>3</sup> In fact, the FCC Internet Order made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

- 7. Should VRTX attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
- 8. In the event that a voluntary or involuntary petition has been or is in the future filed against VRTX under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and VRTX's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of VRTX resulting from VRTX's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

<sup>&</sup>lt;sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> FCC Internet Order ¶ 82.

#### SIGNATURE PAGE

Please arrange for a duly authorized representative of VRTX to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON SOUTH INC.

John C. Peterson, Director

Contract Performance and Administration

Wholesale Markets

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

VERTEX COMMUNICATIONS, INC.

Brent Saxon
President/CEO

c: K. Robertson - Verizon

## APPENDIX A 1 2 V1.3

# I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0048270+ per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0072350+ per minute of use.

B. The Tandem Transit Traffic Service Charge is \$0.0022320 per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume<sup>4</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff

<sup>&</sup>lt;sup>1</sup> In the event this Appendix A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

Certain of the rates and charges set forth within, as indicated by a "diamond" (\*), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an interim Order dated March 17, 1997 in Docket Number 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order Docket Number 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

A CCS busy hour equivalent of 200,000 combined minutes of use.

#### II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

id i tovisioning	
Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordaring Charge	¢ 42.47
Manual Ordering Charge	\$ 12.17

#### **Product Specific**

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### **Custom Handling**

## Service Order Expedite:

Engineered Non-Engineered	\$ 35.48 \$ 12.59
Coordinated Conversions:	
ISO Central Office Connection Outside Facility Connection	\$ 17.76 \$ 10.71 \$ 9.59
Hot Coordinated Conversion First Hour:	
ISO Central Office Connection Outside Facility Connection	\$ 30.55 \$ 42.83 \$ 38.34

# Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

#### **Application of NRCs**

#### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that VRTX orders any service from this Agreement.

Customer Record Search applies when VRTX requests a summary of the services currently subscribed to by the end-user.

#### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to VRTX. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to VRTX. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter VRTX's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if VRTX requests service prior to the standard due date intervals.

Coordinated Conversion applies if VRTX requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if VRTX requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

# III. Prices for Unbundled Network Elements

# **Monthly Recurring Charges**

Local Loop	Lo	cal	Lo	op	)
------------	----	-----	----	----	---

Local Look			
	2 Wire Analog Loop (inclusive of NID)	\$	18.00♦
	4 Wire Analog Loop (inclusive of NID)		28.80♦
	2 Wire Digital Loop (inclusive of NID)	\$ \$ \$	18.00♦
	4 Wire Digital Loop (inclusive of NID)	\$	28.80♦
	DS-1 Loop	¢	125.11
	DS-3 Loop	\$	1515.42
	D3-3 F00b	Ψ	1010.42
Sur	pplemental Features:		
Out	ISDN-BRI Line Loop Extender	\$	5.69
	DS1 Clear Channel Capability	\$	23.74
	Bot Otoar Onarmor Capasimy	Ψ	2011 1
Sub-Loop			
	2-Wire Feeder	\$	9.87
	2-Wire Distribution	\$ \$ \$ \$ \$ \$	21.13
	4-Wire Feeder	\$	25.86
	4-Wire Distribution	\$	37.97
	2-Wire Drop	\$	3.62
	4-Wire Drop	Ś	3.89
	Inside Wire		BFR
			,,
Network In	terface Device (leased separately)		
	Basic NID:	\$	1.45♦
	Complex (12 x) NID	\$	2.10♦
		•	_, _, _,
Switching			
	Port		
	Basic Analog Line Side Port	\$	4.00♦
	Coin Line Side Port	\$	10.37
	ISDN BRI Digital Line Side Port	<b>\$</b> \$\$\$\$\$	24.08
	DS-1 Digital Trunk Side Port	\$	92.10
	ISDN PRI Digital Trunk Side Port	\$	161.25
Usa	age Charges (must purchase Port)		
	Local Central Office Switching		
	(Overall Average MOU)	\$	0.0048270
	Common Shared Transport		
	Transport Facility (Average MOU/ALM)	\$	0.0000170
	Transport Termination (Average MOU/Term)	\$ \$ \$	0.0001760
	Tandem Switching (Average MOU)	\$	0.0019710
	Terminating to Originating Ratio		1.00

# **Dedicated Transport Facilities**

CLEC Dedicated Transport		
CDT 2 Wire	\$	26.50
CDT 4 Wire	\$	42.40
CDT DS1	\$ \$ \$ \$ \$ \$	134.29
CDT DS3 Optical Interface	\$	1,312.50
CDT DS3 Electrical Interface	\$	1,325.90
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$	.36
IDT DS0 Transport Termination	\$	15.08
IDT DS1 Transport Facility per ALM	***	6.70
IDT DS1 Transport Termination	\$	30.00
IDT DS3 Transport Facility per ALM	\$	32.45
IDT DS3 Transport Termination	\$	184.55
Multiplexing DS1 to Voice Multiplexing DS3 to DS1 Multiplexing DS1 Clear Channel Capability	\$ \$ \$	190.00 267.35 23.74
Unbundled Dark Fiber		
Unbundled Dark Fiber Loops/Sub-Loops Dark Fiber Loop Dark Fiber Sub-Loop – Feeder Dark Fiber Sub-Loop – Distribution	\$ \$ \$	67.13 53.17 13.96
Unbundled Dark Fiber Dedicated Transport Dark Fiber IDT –Facility Dark Fiber IDT –Termination	\$	24.80 6.34
Intermediate Office Cross Connect		TBD

#### **UNE-P Pricing**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components: UNE 2-wire Analog loop; and UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components: UNE 2-wire Digital loop; and UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components: UNE DS1 loop; and UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

#### **EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

## Line Splitting<sup>5</sup>

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

<sup>&</sup>lt;sup>5</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

## NON-RECURRING CHARGES - LOOP AND PORT

Service Orderir	ng (Loop or Port) Initial Service Order, per order Transfer of Service Charge, per order Subsequent Service Order, per order	\$ \$ \$	51.20 <b>•</b> 16.00 24.00
Installation	Unbundled Loop, per loop Unbundled Port, per port Loop Facility Charge, per order (See Note 1)	\$ \$ \$	25.00 25.00 67.00
	CUSTOM HANDLING		
Coordi	nated Conversions:		
	ISO Central Office Connection Outside Facility Connection	\$ \$ \$ \$	17.76 9.43 8.09
Hot Co	ordinated Conversions First Hour:		
	ISO Central Office Connection Outside Facility Connection	\$ \$ \$	23.91 37.72 32.36
Hot Co	ordinated Conversions per Additional Quarter Hour:		
	ISO Central Office Connection Outside Facility Connection	\$ \$ \$	4.88 9.43 8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

#### **NON-RECURRING CHARGES - OTHER UNES**

LOCAL WHOLESALE SERVICES	Ordering	Ordering	winds of the state and show the problem in	visioning
	100% Manual	Semi- Mech.	Initial Unit	Addt'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial Exchange - FDI Feeder Interconnection - Subsequent Exchange - FDI Distribution Interconnection - Initial Exchange - FDI Distribution Interconnection - Subsequent Exchange - Serving Terminal Interconnection - Initial Exchange - Serving Terminal Interconnection - Subsequent	\$ 36.32 \$ 15.01 \$ 36.32 \$ 15.01 \$ 36.32 \$ 15.01	\$ 26.88 \$ 11.83 \$ 26.88 \$ 11.83 \$ 26.88 \$ 11.83	\$ 46.20 \$ 16.99 \$ 61.90 \$ 16.99 \$ 28.99 \$ 13.23	\$ 24.97 \$ 7.22 \$ 30.36 \$ 7.22 \$ 15.51 \$ 6.41
UNBUNDLED DARK FIBER	Ψ 10.01	Ψ 11.00	Ψ 10.20	
Advanced - Service Inquiry Charge Advanced - Interoffice Dedicated Transport - Initial Advanced - Unbundled Loop - Initial Advanced - Sub-Loop Feeder - Initial Advanced - Sub-Loop Distribution - Initial Dark Fiber Records Review (with reservation) Intermediate Office Cross Connect Dark Fiber Optional Engineering Services	\$405.87 \$ 64.80 \$ 64.80 \$ 64.80 \$ 64.80 TBD TBD TBD	\$405.65 \$ 64.57 \$ 64.57 \$ 64.57 \$ 64.57	N/A \$267.28 \$261.86 \$261.86 \$264.84	N/A \$224.68 \$220.43 \$220.43 \$216.19
ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion (In a applicable to the EEL arrangement))	addition, IDT a	ınd CDT char	ges apply if	
Advanced - Basic (2-wire and 4-wire) - Initial Advanced - Basic (2-wire and 4-wire) - Subsequent DS1/DS3 - Initial DS1/DS3 - Subsequent DS3 to DS1 Multiplexer DS1 to DS0 Multiplexer	\$ 88.39 \$ 38.02 \$ 97.94 \$ 38.02 N/A N/A	\$ 56.13 \$ 21.89 \$ 65.68 \$ 21.89 N/A N/A	\$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$450.00 \$800.00	N/A N/A N/A N/A N/A N/A
Changeover Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is) Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only Advanced - Complex (DS1 and above) Changeover (As Is) Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$161.87 \$ 7.52 \$179.37 \$ 7.52	\$ 99.77 \$ 4.56 \$117.27 \$ 4.56	\$ 41.64 \$ 41.64 \$ 41.64 \$ 41.64	N/A N/A N/A N/A
LOOP CONDITIONING (No charge for loops 12,000 feet or less)				

<sup>&</sup>lt;sup>6</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

		n er til frigt fram Gran storfatt er ga af mårend stalla fra	ertotta eri tigil kirisa kon li kirinda eri kirin 1904.	
UNE PLATFORM			EECOTO (CHAMPONIO PER CALIFORNIA)	Annual Control of the
Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Feature Group)				_
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)		\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Group)  Fighted Changes ver (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Is)  Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 17.90	\$ 80.98	φ 4.18
Advanced - Complex Digital - Changeover (As Specified)	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Initial Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Subsequent Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97
Advanced - Complex - Changeover (As opening)	Ψ 01.00	Ψ 20.01	Ψ 02.01	Ψ 01.01
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to				
IDT portion of an EEL arrangement)				
Advanced (2-wire and 4-wire) - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced (DS1 and above) - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced (DS1 and above) - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
	,	•	,	
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT				
portion of an EEL arrangement)	Φ 0E 40	¢ 62.04	4200 00	NI/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01 \$ 28.77	\$390.08 \$ 58.20	N/A N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12 \$105.04	\$ 20.77 \$ 72.56	\$ 56.20 \$515.03	N/A N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent		\$ 72.30	\$ 86.80	N/A
Clear Channel Capability	9 45.12 N/A	φ 20.77 N/A	\$ 90.00	N/A N/A
Clear Channel Capability	INIA	18/75	Ψ 90.00	14/7
SIGNALING SYSTEM 7 (SS7)				
Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
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CUSTOMIZED ROUTING	BFR	BFR	BFR	BER

EXPEDITES		And the second s		
Exchange Products Advanced Products	\$ 3.36 \$ 25.80	\$ 3.36 \$ 25.80	N/A N/A	N/A N/A
	φ 23.00	φ 23.00	IV/A	
OTHER				
Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A
LINE SHARING - CLEC OWNED SPLITTER				NS pri
CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if VRTX requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if VRTX requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if VRTX requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

# IV. Rates and Charges for 911

See State Tariff.

## V. Collocation Rates

See SC Intrastate Access Tariff Section 18, Collocations Services.